

Paul J. Graf
Group Attorney
Transportation Systems & Industrial Group

EVANS
PRODUCTS COMPANY

The East Tower
2550 Golf Road
Rolling Meadows, Illinois 60008

RECORDATION NO. 10067-1
FILED 1425

JAN 17 1983 - 2 50 PM

INTERSTATE COMMERCE COMMISSION

Telephone 312/640-7000

January 14, 1983

RECORDATION NO. 10067-1
FILED 1425

3-017A/29

Mrs. Mildred Lee
Secretary
Interstate Commerce Commission
Washington, DC 20423

JAN 17 1983

JAN 17 1983 - 2 50 PM

INTERSTATE COMMERCE COMMISSION

ICC Washington, D. C.

Dear Mrs. Lee:

I have enclosed three originals and one copy of the documents described below to be recorded pursuant to Section 11303 of Title 49 U.S. Code.

The documents included are a Supplemental Agreement, Bill of Sale Reconveyance, and two Assignments of Lease, secondary documents dated December 15, 1982.

The primary document to which these are connected is recorded under Recordation No. 10067.

The names and addresses of the parties to the documents are as follows:

Mortgagor: Evans Railcar Leasing Company
2550 Golf Road
Rolling Meadows, Illinois 60008

Mortgagee: Girard Bank
Girard Plaza
Philadelphia, Pennsylvania 19101

A description of the equipment covered by the documents follows:

Released Equipment: Twelve (12) 4780 cubic foot 100-ton covered hopper cars; USLX 20561, 20557, 20583, 20588, 20608, 20624, 20641, 20693, 20933, 20934, 20944, 20948 - AAR# L153.

Substitute Equipment: One (1) 21,000 gallon coiled and insulated 100-ton tank car; USLX 21343 - AAR# T106 and Twenty-seven (27) 50'6" 70-ton XM box cars; NACR 700500-700505 (inclusive), NACR 700100-700120 (inclusive) - AAR# B 100.

A fee of \$40.00 is enclosed. Please return two originals and one copy not needed by the Commission for recordation to Paul J. Graf, Evans Products Company, 2550 Golf Road, Rolling Meadows, Illinois 60008.

RECORDATION NO. 10067-1
FILED 1425

JAN 17 1983 - 2 50 PM

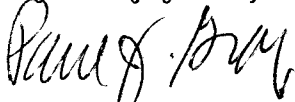
INTERSTATE COMMERCE COMMISSION

RECEIVED
JAN 17 2 41 PM '83
REC OFF ACTION BR.

A short summary of the documents to appear in the index follows:

Supplemental Agreement, Bill of Sale Reconveyance, and two Assignments of Leases to Equipment Trust Agreement dated January 1, 1979 between Evans Railcar Leasing Company, 2550 Golf Road, Rolling Meadows, Illinois 60008, Mortgagor, and Girard Bank, Girard Plaza, Philadelphia, Pennsylvania 19101, Mortgagee; covering twelve 4780 cubic foot 100-ton covered hopper cars-released equipment and one 21,000 gallon coiled and insulated 100-ton tank car and twenty-seven 50'6" 70-ton XM box cars-substitute equipment to Railroad Equipment Security Agreement with Recordation Number 10067.

Very truly yours,

A handwritten signature in cursive script, appearing to read "Paul J. Graf".

Paul J. Graf

PJG:jf

Enclosure

Interstate Commerce Commission
Washington, D.C. 20423

1/17/83

OFFICE OF THE SECRETARY

Paul J Graf
Evans Products Co.
The East Tower
2550 Golf Road
Rolling Meadows, Illinois 60008

Dear **Sir:**

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on **1/17/83** at **2:50 pm**, and assigned recordation number(s). **10067-D 10067-E, 10067-F, 10067-G**

Sincerely yours,

Agatha L. Mergenovich
Agatha L. Mergenovich
Secretary

Enclosure(s)

SUPPLEMENTAL AGREEMENT

JAN 17 1983 2 40 PM

INTERSTATE COMMERCE COMMISSION

THIS SUPPLEMENTAL AGREEMENT dated as of December 15, 1982, is by and between GIRARD BANK (hereinafter called the "Trustee") and Evans Railcar Leasing Company, an Illinois corporation (hereinafter called the "Company").

W I T N E S S E T H:

WHEREAS, the Trustee and the Company have executed and delivered with and to each other that certain Equipment Trust Agreement dated as of January 1, 1979, (hereinafter called the "Agreement"); and

WHEREAS, the Agreement was recorded with the Interstate Commerce Commission in accordance with 49 U.S.C. Section 11303 and assigned Recordation No. 10067; and

WHEREAS, the Company and the Trustee desire to modify and amend the Agreement to release and delete therefrom the Destroyed Equipment and to encumber thereby and substitute therefor the Substitute Equipment.

NOW, THEREFORE, in consideration of the promises, covenants and agreements hereinafter set forth, it is agreed by and between the parties hereto that:

1. The Agreement is hereby amended by releasing from the lien thereof and deleting from Schedule A thereof, the units of Trust Equipment (herein called "Destroyed Equipment") described in Exhibit A hereto.
2. The Agreement is hereby amended by subjecting to the lien thereof and adding to Schedule A thereof, the units of Equipment (herein called "Substitute Equipment") described in Exhibit B hereto.
3. The Company will mark or cause to be marked the Substitute Equipment as provided in Section 4.07 of the Agreement.
4. The terms "Equipment" and "Trust Equipment" as used in the Agreement shall hereafter, for all purposes, include the Substitute Equipment and shall not hereafter include the Destroyed Equipment.

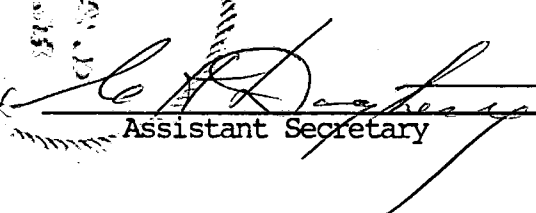
5. The Company will promptly cause this Supplemental Agreement for the Substitute Equipment to be filed and recorded in accordance with 49 U.S.C. Section 11303.
6. Except as amended and supplemented hereby, the Agreement shall remain unaltered and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Agreement to be duly executed as of the 15th day of December, 1982.

[CORPORATE SEAL]

ATTEST:

GIRARD BANK

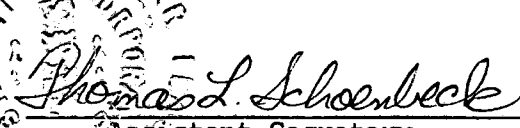

Assistant Secretary

By: 

[CORPORATE SEAL]

ATTEST:

EVANS RAILCAR LEASING COMPANY


Assistant Secretary

By: 

Vice President

EXHIBIT A

Series 17

Destroyed Equipment

Quantity

Description of Equipment

Car Markings

12

4780 cubic foot 100-ton covered
hopper cars

USLX 20561
20557
20583
20588
20608
20624
20641
20693
20933
20934
20944
20948

EXHIBIT B

Series 17

Substitute Equipment

| <u>Quantity</u> | <u>Description of Equipment</u> | <u>Car Markings</u> | <u>Lessee</u> | <u>Term</u> | <u>Cost</u> |
|-----------------|--|-----------------------------------|---------------------------------------|-------------|--------------------|
| 1 | new 21,000 gallon exterior coil and insulated 100-ton tank car | USLX 21343 | 3 M Company | 5 years | \$ 36,357.94 |
| 6 | used, 50'6" 70-ton XM boxcars | NACR 700500-700505 (inclusive) | Nashville & Ashland City Railroad Co. | 15 years | \$159,742.68 |
| 21 | used, 50'6" 70-ton XM Boxcars | NACR 700100-700120 (inclusive) | Nashville & Ashland City Railroad Co. | 15 years | \$325,037.37 |
| | | | | | <hr/> \$521,137.99 |

STATE OF PENNSYLVANIA

CITY AND COUNTY OF PHILADELPHIA

On this 22nd day of DECEMBER, 1982, before me personally appeared H. E. IKELER, JR. and C. E. DOUGHERTY, to me personally known, who, being by me duly sworn, say that they are Vice President and Assistant Secretary, respectively, of GIRARD BANK, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and they acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

My commission expires:

April 22, 1985 Noreen Moderski
Notary Public

STATE OF ILLINOIS

COUNTY OF COOK

On this 15th day of December, 1982, before me personally appeared Paul R. Leak and Thomas L. Schoenbeck, to me personally known, who, being by me duly sworn, say that they are Vice President and Assistant Secretary, respectively of EVANS RAILCAR LEASING COMPANY, that one of the seals affixed to the foregoing instrument is the seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and they acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

My commission expires:

Aug. 24, 1986 Frank J. Gray
Notary Public